

IN THE UNITED STATES BANKRUPTCY COURT
IN AND FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

IN RE:

WILLIAM R. DUNKELBERGER, d/b/a
ROMAN GARDENS, BIG TEE TASTEE
FREEZE, VILLAGE GROCERY &
BAKERY, f/k/a VILLAGE CAKE &
CREME, DUNK-INN and AEROSPACE
MARKETING,

CASE NO. 83-04061

Debtor.

JAMES R. MCATEE, TRUSTEE,

Plaintiff,

vs.

ADV. CASE NO. 87-9101

HOWARD B. MEEKS, JR., and
MITTIE A. MEEKS, Husband and Wife;
and LAWRENCE W. MORAN and SARAH
L. MORAN, Husband and Wife,

Defendants.

FINAL JUDGMENT

THIS CAUSE came on for hearing and the Court, after
considering the Complaint, Default, Affidavits and being
otherwise advised in the premises, does hereby

U. S. BANKRUPTCY COURT
Northern District of Florida
DATE ENTERED ON DOCKET:

8-7-91

I HEREBY CERTIFY that this is a true and
correct copy of the original on file
in the office of the Clerk, United States
Bankruptcy Court for the Northern Dis. of Florida.

LARRY A. PACE, Clerk, Bankruptcy Court

By Cynthia S.
Deputy Clerk

CLERK
BANKRUPTCY COURT
NORTH/DIST-FLA
PENSACOLA, FLA

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Recorded in Book 1, Page 1
USBC no/SL

FILED

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FIND as follows:

1. On July 20, 1987, the Plaintiff, JAMES R. MCATEE, filed a complaint suing Defendants, HOWARD B. MEEKS, JR., MITTIE A. MEEKS, LAWRENCE W. MORAN and SARAH L. MORAN, on a Promissory Note, dated September 30, 1983, in the original amount of \$50,000.00, executed from Defendants, LAWRENCE W. and SARAH L. MORAN, to William R. Dunkelberger and assumed by Defendants, HOWARD B. MEEKS, JR. and MITTIE A. MEEKS, on June 18, 1985, due to default by Defendants leaving a balance due of \$44,240.61, plus interest from September 15, 1985 (copy of said Promissory Note is attached as Exhibit "A").

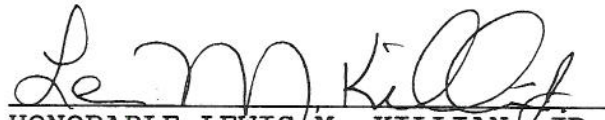
2. RONALD A. MOWREY, Plaintiff, is the proper Plaintiff by virtue of substitution and appointment of said RONALD A. MOWREY as Trustee in Bankruptcy for William R. Dunkelberger by Order of this Court dated August 9, 1989.

3. Defendants were properly served with a copy of the complaint by James R. McAtee and thereafter, a default was entered for failure of the Defendants to answer or file any responsive pleading in this cause.

4. Defendant, HOWARD B. MEEKS, filed a voluntary petition in this Court seeking relief under Chapter 7 of the United States Bankruptcy Code and accordingly, no judgment in these proceedings will be issue against said Defendant, HOWARD B. MEEKS.

ACCORDINGLY, this Court does hereby ORDER AND ADJUDGE that Plaintiff, RONALD A. MOWREY, AS TRUSTEE IN BANKRUPTCY FOR WILLIAM R. DUNKELBERGER, do have of and recover from the Defendants, MITTIE A. MEEKS, LAWRENCE W. MORAN, and SARAH L. MORAN, the sum of \$44,240.61, plus interest in the amount of \$22,120.30, all totalling \$66,360.91, for all of which let execution issue.

DONE AND ORDERED in Tallahassee, Florida this 5th day of August, 1991.


HONORABLE LEWIS M. KILLIAN, JR.
United States Bankruptcy Judge

COPIES FURNISHED TO:

RONALD A. MOWREY, ESQUIRE
MITTIE A. MEEKS
LAWRENCE W. MORAN
SARAH L. MORAN

PREPARED BY:

RONALD A. MOWREY, ESQUIRE
Ronald A. Mowrey, P.A.
515 North Adams Street
Tallahassee, Florida 32301
(904) 222-9482

PROMISSORY NOTE

\$50,000.00

Pensacola, Florida

September 30, 1983

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the order of WILLIAM R. DUNKELBERGER, at 339 John Sims Parkway, Niceville, Florida, or wherever payee may direct the, principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00) Dollars with interest from October 1, 1983, at the rate of ten (10%) per cent per annum. Principal and interest shall be payable in the following manner:

Principal and interest shall be payable in monthly installments of \$ 660.75 each (to be applied first to interest and the balance to principal hereof), the first installment becoming due and payable on November 1, 1983, and an installment for a like amount becoming due and payable on the 1st day of each month thereafter until the balance of the entire principal hereof and accrued interest remaining is paid.

Prepayments may be made at any times and in any amounts without penalty. All payments shall be applied first to accrued interest and then to principal. Interest shall be calculated on the basis of a 365 day year.

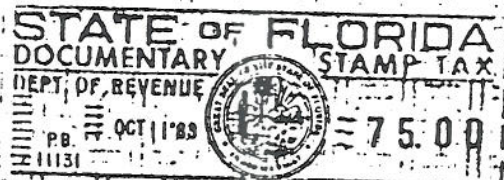
If any payment is not made in full when due, the entire unpaid principal and accrued interest, less any unearned interest and any interest in excess of the maximum allowed by law and any rebates required by law, shall at the option of the holder become immediately due and payable without notice. Failure to exercise the option shall not constitute a waiver of the subsequent right to exercise it.

Each of us, whether maker, surety, guarantor or indorser, severally waives presentment, demand for payment, protest, notice of protest and notice of dishonor; consents that this note or any part of it may, from time to time, be extended or renewed without notice for any period (whether or not longer than the original period of this note); agrees that the exchange, release, surrender or sale of all or any real or personal property or collateral that may be given to secure the repayment of this note shall not release or discharge any party obligated on this note; agrees that the release of any party liable upon or in respect of this note shall not release any other such party; and agrees to pay, in the event of a default, all costs and expenses incurred in the collection of this note including attorneys' fees of every kind and, whether incurred by suit or

EXHIBIT "A"

ESCAMBIA
COUNTY

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otherwise, equal to ten (10%) per cent of the unpaid balance of and accrued interest principal or such larger amount as may be reasonable and just including but not limits to cost, expenses and attorneys' fees incurred in appellate and bankruptcy proceedings.

Larry Moran
LARRY MORAN

Sarah Moran
SARAH MORAN